

RPMONE REDLINE CRM PROGRAM DEALER AGREEMENT

This RpmOne Redline CRM Program Dealer Agreement (this "Agreement") is made and entered into as of this ____ day of _____, 200__, by and between **RPMONE, INC.**, (the "Administrator"), a Florida corporation, with its principal office located at 4495 Military Trail Suite 207, Jupiter, FL 33458, and _____, (the "Dealer"), a _____, with its principal location at _____.

RECITALS

WHEREAS, Dealer is in the business of selling new or used products including, but not limited to automobiles, watercraft, RV's, motorcycles, ATV's, personal watercraft, snowmobiles, boats, etc. to consumers;

WHEREAS, Administrator provide an electronic card program (including loyalty, gift, and prepaid cards), direct mail printing and marketing services, and administration tools for the program (the "Product");

WHEREAS, Administrator and Dealer desire to enter into this Agreement to provide the Product to Dealer; and

WHEREAS, the Administrator and Dealer desire to formally set out the rights, obligations, and responsibilities of the parties with respect to the Dealers use of the Product.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals.** The "Recitals" set forth above are hereby incorporated in this Agreement and made part hereof.
2. **Duties of Administrator.**
 - (a) Administrator will provide the Product, based on the services selected by the dealer within Exhibit A hereto, to Dealer on a non-exclusive basis.
 - (b) Administrator will provide the Product to Dealer in accordance with the Dealer's orders placed for the Product and provide the system that administers the Product.
3. **Duties of Dealer.**
 - (a) Dealer will send all orders to Administrator via the web site provided or directly to the Administrator as instructed by the Administrator.
 - (b) Dealer will use the Product as instructed by the Administrator.
4. **Compensation to be Paid to Administrator/Supplier.**
 - (a) In consideration for Dealer's order and use of the Product and Administrator's delivery and administration of the Product, the Dealer will pay the fees listed in Exhibit A herein, to the Administrator.
 - (b) Administrator will provide an invoice to Dealer for each calendar month, reflecting the fees for which the Administrator is entitled to compensation. Dealer will pay the Administrator all fees due based on the invoices sent to Dealer. If fees are not paid when due, Dealer shall pay interest on the invoiced amount at a rate of two percent for each whole month after the payment was due, prorated for any partial month, with a minimum late fee of \$15. Dealers will have net 15-day payment terms from the date of receipt of invoice.
 - (c) Administrator may change or adjust the fee, from time to time during the term of this Agreement, by providing thirty (30) days notice to Dealer.
5. **Limitation of Liability; Indemnity.** Both parties agree that they will make good faith efforts to fulfill the intent of this Agreement and each party agrees to assume the mutual business risk of activities associated with this Agreement. Each party must assume its own legal responsibilities as allocated under the terms of this Agreement. Administrator makes no warranty of service, express or implied, and cannot be held liable for any failure of service beyond its control, including, but not limited to (a) outages caused by the failure of public communications network; (b) acts of the United States or any political subdivision thereof; (c) acts of God or of a public enemy; (d) fires, severe weather, floods, earthquakes, natural disasters, explosions, or other catastrophes; or (e) delay by Dealer in reporting problems or furnishing information or materials, equipment failure, vendor performance, and similar issues beyond the control of the Administrator. Administrator shall not be held liable for any use of the Product other than for its' lawful, intended purpose. Administrator advises all users of the Product that maintenance of the system may be required from time to time, or in the case of emergencies, in which case the system may be taken offline. Every effort will be made by Administrator to minimize disruption to Dealer. Lost or stolen Cards and Letters are the responsibility of the Cardholder/Recipient.

6. **Security.** Administrator will institute and maintain commercially reasonable security procedures consistent with industry standards. Dealer may access data processing information through a combination of user names and password(s). Dealer will only make user names and passwords available to employees and/or third parties with a need to know and a need to access the data processing information. Dealer will be responsible for maintaining the confidentiality of the password(s) assigned by Dealer to employees and third parties. Dealer will immediately notify Administrator if a password is lost, stolen, disclosed to an unauthorized third party, or otherwise has been compromised. Dealer will bear all damages, costs and liabilities arising from any breach in security caused by an act or omission of Dealer, its employees or its agents.
7. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Florida, without regard for the provisions thereof regarding choice of law.
8. **Term and Termination.** This Agreement will have an initial term of one (1) year (the "Initial Term"). During the Initial Term, either party may terminate this Agreement at any time regardless of cause upon thirty (30) days prior written notice to the other party. If the Dealer terminates the agreement during the initial term, without cause, then the Dealer will pay a one time "Termination Fee" of \$250. Cause for termination is defined as the Product being interrupted or unavailable for 2 (two) consecutive days. After the Initial term, this Agreement shall be automatically renewed for successive one (1) year periods.
9. **Post-Termination Rights.** In the event of termination of this Agreement, Administrator shall provide the Product for up to 90 (Ninety) days, provided that the Dealer continues to make the required payments for the Product. If the Dealer ceases to pay for the Product, the Administrator will have the option to immediately discontinue the Product and collect any fees due.
10. **Confidential Nature of Agreement.** In connection with the activities contemplated by this Agreement, each party may have access, whether in writing or orally, to confidential or proprietary technical or business information of the other party, including without limitation, customer information, past, current or possible future products, services, projects, business operations, marketing ideas, objectives, methodology, strategy, financial data, competitive advantages and disadvantages, processes, technology, specifications and trade secrets (collectively, "**Confidential Information**"). Each party will take reasonable precautions to protect the confidentiality of each of the other party's Confidential Information, which precautions will be at least equivalent to those taken by such party to protect its own Confidential Information. Except as otherwise provided in this Agreement, each party agrees it will not without the other party's prior written consent: (a) disclose the specific terms of this Agreement except that either party may make such disclosures as appropriate to its affiliates, auditors, consultants, or regulatory agencies, or as compelled by law and may disclose in general terms the relationship resulting from this Agreement; or (b) disclose to any third party any Confidential Information of the other party for so long as the pertinent information or data remains Confidential Information, except as required to perform its obligations under this Agreement or except with the express written consent of the other party or pursuant to a subpoena, including without limitation, an administrative subpoena, a court order or other order or demand of a governmental or regulatory agency or body.

WITNESS our signatures as of this _____ day of _____, 20____.

RpmOne, Inc.:

Dealer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____